

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:

KrisJenn Ranch, LLC,

Debtor

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CHAPTER 11

CASE No. 20-50805

KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW, as successors in interest to Black Duck Properties, LLC,

Plaintiffs,

V.

DMA Properties, Inc. and Longbranch
Energy, LP,

Defendants.

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ADVERSARY No. 20-05027

DMA Properties, Inc.,

Cross-Plaintiff/Third-Party Plaintiff

V.

KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW, Black Duck Properties, LLC, Larry Wright, and John Terrill,

Cross-Defendants/Third-Party Defendants

[illegible]

ADVERSARY No. 20-05027

**LONGBRANCH'S RESPONSES AND OBJECTIONS
TO KRISJENN'S FIRST REQUESTS FOR ADMISSIONS**

Longbranch hereby serves its responses and objections to KrisJenn Ranch, LLC, KrisJenn Ranch, LLC-Series Uvalde Ranch, and KrisJenn Ranch, LLC-Series Pipeline ROW First Requests for Admissions.

Respectfully,

/s/ Christopher S. Johns

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CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2020 a true and correct copy of the foregoing document was transmitted to each of the parties via the Court's electronic transmission facilities and/or via electronic mail as noted below. For those parties not registered to receive electronic service, a true and correct copy of the foregoing document was served by United States Mail, first class, postage prepaid, at the address noted below.

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/s/ Christopher S. Johns

Christopher S. Johns

OBJECTIONS AND RESPONSES TO REQUESTS FOR ADMISSIONS

Request for Admission No. 1: Admit that Wright told you that you would receive 20% of Black Duck's 15% interest for the life of the TCRG project.

Response: Deny.

Request for Admission No. 2: Admit that you told TCRG that you had an interest in the ROW that ran with the land.

Response: Admit.

Request for Admission No. 3: Admit that you told TCRG that you had a net profits agreement in the ROW.

Response: Longbranch objects that the phrase "net profits agreement in the ROW" is ambiguous. Longbranch construes "net profits agreement in the ROW" as meaning a net profits agreement that conveyed to Longbranch a net-profits interest that attaches and runs with the ROW. Based on that construction and interpretation of the ambiguous phrase, admit.

Request for Admission No. 4: Admit that you told TCRG that you had a net profits agreement in the pipeline.

Response: Longbranch objects that the phrase "net profits agreement in the pipeline" is ambiguous. Longbranch construes "net profits agreement in the pipeline" as meaning a net profits agreement that conveyed to Longbranch a net-profits interest that attaches and runs with the ROW and related pipeline facilities. Based on that construction and interpretation of the ambiguous phrase, admit.

Request for Admission No. 5: Admit that told TCRG that your net profits interest was a real covenant.

Response: Admit.

Request for Admission No. 6: Admit that you told TCRG that your net profits interest was a personal covenant.

Response: Deny.

Request for Admission No. 7: Admit that you told TCRG that Wright had made false statements to it regarding the ROW.

Response: Admitted that Longbranch told TCRG it has a net-profits interest that attaches and runs with the right-of-way, which implies that any contrary representations by Wright were false. Otherwise, denied.

Request for Admission No. 8: Admit that you told TCRG that Wright had made false statements to it regarding the Pipeline.

Response: Longbranch objects that the word “Pipeline” is unambiguous when taken in context of the relevant agreements. Longbranch construes “Pipeline” to mean the right-of-way and related pipeline facilities. Under that construction, admitted that Longbranch told TCRG it has a net-profits interest that attaches and runs with the right-of-way, which implies that any contrary representations by Wright were false. Otherwise, denied.